



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: HoseCo, Inc.
File: B-225122
Date: March 6, 1987

DIGEST

Procuring agency's evaluation of alternate product as technically unacceptable was not unreasonable where the protester failed to supply sufficient information to establish the acceptability of its product as required by the solicitation.

DECISION

HoseCo, Inc., protests the rejection of its low priced proposal offering an alternate product under request for quotations No. DLA700-86-R-4335, issued by the Defense Construction Supply Center (DCSC), Columbus, Ohio, for 6,995 metering valves. The proposal was rejected because DCSC determined that HoseCo's alternate product was technically unacceptable.

We deny the protest.

The RFP identified Devilbliss Co. part No. P-H-5516 and Binks Manufacturing Co. (Binks) part No. 73-157 as products determined to be acceptable by the government. Offerors were permitted to submit alternate products pursuant to the RFP's "Products Offered" clause. The clause requires offerors of alternate products to furnish drawings, specifications or other data to enable the government to determine the acceptability of the product offered and further warns offerors that the failure to furnish the necessary information may preclude consideration of the offer. The clause also advises that the alternate product will be considered unacceptable if the acceptability of the product cannot be determined by the expected award date. Further, the clause notes that the government may not have detailed data available for use in evaluating the acceptability of an alternate product and

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therefore advises offerors, if available, to furnish drawings and other data covering the design, materials, etc., of the approved product to enable the government to determine whether the offeror's product is equal.

DCSC received six offers in response to the RFP on August 29, 1986, the closing date for the receipt of initial proposals. HoseCo was the low offeror on an alternate product, which it referred to by its own part No. 269-0033. DCSC determined that the part was technically unacceptable because a comparison of the drawing of HoseCo's part with a limited drawing of the original equipment manufacturer's part revealed that the part was not equivalent in form or dimension.

HoseCo advises that it submitted data to illustrate that its part was equivalent to the approved part by including a drawing of its part and a catalog containing a photograph of the Binks part but that the catalog was not as specific in its list of dimensions as its drawing. HoseCo contends that it should not be precluded from receiving the award because its drawing contained more detail than the approved parts, since the government should have the responsibility of obtaining sufficient data to compare the approved product with an alternate product.

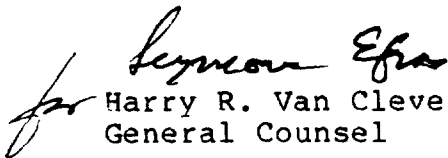
We have held that the procuring agency is responsible for evaluating the data supplied by an offeror and ascertaining if it provides sufficient information to determine the acceptability of the offeror's product and that we will not disturb the agency's technical determination unless it is shown to be unreasonable, which the protester must affirmatively prove. See Rotair Industries, Inc., B-219994, Dec. 18, 1985, 85-2 C.P.D. ¶ 683. The protester's mere disagreement with the decision does not render the agency's evaluation unreasonable. Panasonic Industrial Company, B-207852.2, Apr. 12, 1983, 83-1 C.P.D. ¶ 379.

Here, we find that HoseCo has not shown that DCSC's evaluation of the data on its alternate product was unreasonable. As indicated above, the RFQ specifically advised offerors of the possibility that the government may lack details of the approved part and that it was the offeror's responsibility to submit data on the approved part. DCSC reports that the examination of its limited drawing of the approved part and the HoseCo drawing, not the catalog of the Binks part submitted by HoseCo, revealed that the HoseCo part was different in dimension and form. HoseCo states that prior to submitting its offer it compared the dimensions of its part with an actual sample of the Binks part, and they were comparable. However, this does not establish that DCSC's evaluation,

based on the limited drawing it possessed, was unreasonable. In this regard, we believe that HoseCo had the obligation of furnishing details on the approved part, including submitting the actual part for comparison in this case which may have helped to establish the acceptability of its part. Therefore, we conclude that DCSC's rejection of the HoseCo part was not unreasonable.

Finally, to the extent that HoseCo is objecting to the requirement that offerors of alternate products submit data on the approved part, this aspect of its protest is untimely since the requirement was apparent from the face of the solicitation and should have been protested prior to the closing date. See 4 C.F.R. § 21.2(a)(1) (1986).

The protest is denied in part and dismissed in part.


for Harry R. Van Cleve
General Counsel